

ORIGINAL

FILED
07 OCT 31 AM 9:00
CLERK U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
DEPUTY
BY: [Signature]

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15 Attorneys for Plaintiff

16 UNITED STATES DISTRICT COURT
17 SOUTHERN DISTRICT OF CALIFORNIA
18 SAN DIEGO DIVISION

19 FORTUNE GROWERS, LLC, a
20 Nevada limited liability company,

21 Plaintiff,

22 vs.

23 SOUTHERN CITRUS, INC., a
24 California corporation; HANA GIBO,
25 an individual; and SABAH
26 YUKHANNA, an individual,

27 Defendants.

Case No. CV 2088 - JAH CAB

CIVIL ACTION COMPLAINT

28 For its Complaint, Plaintiff respectfully states as follows:

THE PARTIES

1. Plaintiff is Fortune Growers, LLC ("Fortune Growers"), a Nevada

1 limited liability company authorized to do business in Illinois. Fortune
2 Growers' principal place of business is located at 6 South Cutters Run, South
3 Barrington, Illinois.
4

5 2. Plaintiff is engaged in the business of buying and selling wholesale
6 quantities of perishable agricultural commodities (hereafter "Produce") in
7 interstate commerce.
8

9 3. Defendants are:

10 a) Southern Citrus, Inc. ("Southern Citrus"). Upon information
11 and belief, Southern Citrus is a California corporation with its
12 principal place of business located at 1626 W. Frontage Rd.,
13 Chula Vista, California.
14

15 b) Hana Gibo ("Gibo"), an individual. Upon information and
16 belief, Gibo is the President of Southern Citrus, and in that
17 capacity, controlled or was in a position to control the assets of
18 Southern Citrus. Upon information and belief, Gibo is a resident
19 of Spring Valley, California.
20

21 c) Sabah Youkhanna ("Youkhanna"), an individual. Upon
22 information and belief, Youkhanna is the Secretary and
23 Treasurer of Southern Citrus, and in that capacity, controlled or
24 was in a position to control the assets of Southern Citrus. Upon
25
26
27
28

1 information and belief, Youkhanna is a resident of Spring
2 Valley, California.

3 4. Southern Citrus, Gibo, and Youkhanna will be collectively referred
4 to as "Defendants."

5
6 **JURISDICTION AND VENUE**

7 5. The District Court has jurisdiction over this civil action arising
8 under §5(c)(5) of the Perishable Agricultural Commodities Act of 1930, as
9 amended, 7 U.S.C. §499e(c)(5), pursuant to 28 U.S.C. §1331. The Court has
10 supplemental jurisdiction over Plaintiff's other claims pursuant to 28 U.S.C.
11 §1367(a).
12

13
14 6. Venue in this District is based on 28 U.S.C. §1391(b) because a
15 substantial part of the events or omissions giving rise to Plaintiff's claims
16 occurred in this District, and a substantial part of the property that is the subject
17 of this action is situated in this District.
18

19 **CLAIMS FOR RELIEF**

20 **COUNT I**

21 **DEFENDANT SOUTHERN CITRUS**

22 **DECLARATORY RELIEF VALIDATING PACA TRUST CLAIM**

23 **7 U.S.C. § 499e(c)(3) and (4)**

24 7. Plaintiff re-alleges paragraphs 1 through 6.

25 8. At all times relevant to this action, Southern Citrus was a
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27
28

1 commission merchant, dealer or broker operating subject to the provisions of
2 PACA.

3 9. Between September 18, 2007 and October 3, 2007, Plaintiff sold to
4 Southern Citrus in interstate commerce, and Southern Citrus purchased from
5 Plaintiff, Produce in the total amount of \$115,266.40.

7 10. Plaintiff delivered the Produce to Southern Citrus and Southern
8 Citrus accepted the Produce from Plaintiff.

10 11. Pursuant to PACA, 7 U.S.C. §499e(c), at the time of Southern Citrus'
11 receipt of the Produce, Southern Citrus became trustee of the PACA trust for the
12 benefit of Plaintiff in the amount of \$115,266.40. The PACA trust consists of all
13 Southern Citrus' inventories of Produce, food or products derived from Produce
14 ("Products"), accounts receivable and other proceeds of the sale of Produce or
15 Products, and assets commingled or purchased or otherwise acquired with
16 proceeds of such Produce or Products (assets subject to the PACA Trust are
17 hereinafter referred to as "PACA Trust Assets").

19 12. Plaintiff gave written notice of intent to preserve trust benefits to
20 Southern Citrus in accordance with the PACA Amendments of 1995 by
21 including the statutory trust language, as set forth in 7 U.S.C. §499e(c)(4), on
22 each of its invoices and by sending those invoices to Southern Citrus.

24 13. Southern Citrus failed to pay for the Produce despite Plaintiff's
25
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1 repeated demands.

2 14. Pursuant to PACA, 7 U.S.C. §499e(c), Plaintiff is an unpaid supplier
3 and seller of Produce, and is entitled to PACA trust protection and payment
4 from Southern Citrus' PACA Trust Assets.
5

6 15. Plaintiff seeks the entry of an Order declaring that it is a PACA
7 trust beneficiary of Southern Citrus with a valid PACA trust claim in the
8 amount of \$115,266.40, plus interest from the date each invoice became past due,
9 costs and attorneys' fees.
10

11 **COUNT II**

12 **DEFENDANT SOUTHERN CITRUS**

13 **ENFORCEMENT OF PAYMENT FROM PACA TRUST ASSETS**
14 **7 U.S.C. §499e(c)(5)**
15

16 16. Plaintiff re-alleges paragraphs 1 through 15.

17 17. Southern Citrus is in possession, custody and control of PACA
18 Trust Assets for the benefit of Plaintiff and other similarly situated PACA trust
19 beneficiaries.
20

21 18. Southern Citrus failed to pay Plaintiff for the shipments of Produce
22 listed above at paragraph 9 from the PACA Trust Assets.
23

24 19. As a direct result of Southern Citrus' failure to promptly pay
25 Plaintiff, Plaintiff suffered damages that are covered under the PACA trust in
26 the amount of \$115,266.40, plus interest from the date each invoice became past
27
28

1 due, costs and attorneys' fees.

2 20. Plaintiff seeks the entry of an Order directing Southern Citrus to
3 immediately turn over to Plaintiff, as a beneficiary of this trust, an amount of the
4 PACA Trust Assets equal to the sum of \$115,266.40, plus interest from the date
5 each invoice became past due, costs and attorneys' fees.
6

7 **COUNT III**

8 **DEFENDANT SOUTHERN CITRUS**

9 **VIOLATION OF PACA: FAILURE TO MAINTAIN PACA**
10 **TRUST ASSETS AND CREATION OF COMMON FUND**
11 **7 U.S.C. §499b(4)**
12

13 21. Plaintiff re-alleges paragraphs 1 through 20.

14 22. Southern Citrus received each of the shipments of Produce
15 identified in paragraph 9 above.
16

17 23. Plaintiff properly preserved its trust benefits pursuant to 7 U.S.C.
18 §499e(c)(4).
19

20 24. PACA requires Southern Citrus, as a PACA trustee, to hold its
21 PACA Trust Assets in trust for the benefit of Plaintiff and all other unpaid
22 suppliers of Produce until all such suppliers have received full payment.
23

24 25. Southern Citrus has failed to maintain sufficient trust assets to fully
25 satisfy all qualified PACA trust claims, including Plaintiff's asserted herein.

26 26. As a direct result of Southern Citrus' failure to properly maintain
27
28

1 and protect the PACA Trust Assets from dissipation, Plaintiff has suffered
2 damages which are covered under the PACA trust in the amount of \$115,266.40,
3 plus interest from the date each invoice became past due, costs and attorneys'
4 fees.
5

6 27. Plaintiff seeks entry of an Order creating a common fund from
7 which all PACA trust beneficiaries may be paid by directing Southern Citrus to
8 maintain PACA Trust Assets equal to the sum of \$115,266.40, plus the claims of
9 all other unpaid suppliers of produce that properly preserved their PACA trust
10 claims, directing Southern Citrus to replenish the PACA trust to a level
11 sufficient to satisfy all qualified PACA trust claims, and enjoining Southern
12 Citrus from dissipating PACA Trust Assets.
13
14

15 **COUNT IV**

16 **DEFENDANT SOUTHERN CITRUS**

17 **VIOLATION OF PACA: FAILURE TO PAY PROMPTLY**

18 **7 U.S.C. §499b(4)**

19
20 28. Plaintiff re-alleges paragraphs 1 through 27.

21 29. Southern Citrus received each of the shipments of Produce
22 identified in paragraph 9 above.
23

24 30. PACA requires all commission merchants, dealers, or brokers to
25 make full payment promptly to its unpaid suppliers of Produce within the time
26 set forth by 7 C.F.R. §46.2(aa).
27
28

31. Southern Citrus failed to pay these invoices within the payment terms.

32. As a direct result of Southern Citrus' failure to pay each invoice within payment terms, Plaintiff has incurred damages in the amount of \$115,266.40, plus interest from the date each invoice became past due, costs and attorneys' fees.

33. Plaintiff seeks entry of an Order directing Southern Citrus to immediately pay Plaintiff the sum of \$115,266.40, plus interest from the date each invoice became past due, costs and attorneys' fees.

COUNT V

DEFENDANT SOUTHERN CITRUS

BREACH OF CONTRACT

34. Plaintiff re-alleges paragraphs 1 through 33.

35. Plaintiff and Southern Citrus entered into contracts under which Plaintiff agreed to sell the Produce and Southern Citrus agreed to purchase the Produce, each of which is described in paragraph 9.

36. Southern Citrus breached its contracts with Plaintiff by failing to pay for each shipment of Produce.

37. As a direct result of Southern Citrus' breach of contract, Plaintiff has incurred damages in the amount of \$115,266.40, plus interest from the date

1 each invoice became past due, costs and attorneys' fees.

2 38. Plaintiff seeks entry of an Order entering judgment in favor of
3 Plaintiff and against Southern Citrus in the amount of \$115,266.40, plus interest
4 from the date each invoice became past due, costs and attorneys' fees.
5

6 **COUNT VI**

7 **THE PRINCIPALS - GIBO AND YOUKHANNA**

8 **BREACH OF FIDUCIARY DUTY TO PACA TRUST BENEFICIARY**
9

10 39. Plaintiff re-alleges paragraphs 1 through 38.

11 40. At all times relevant to this action, Gibo and Youkhanna were
12 officers, directors, shareholders or employees ("Principals") of Southern Citrus.
13

14 41. As Principals of Southern Citrus, Gibo and Youkhanna each had a
15 duty to ensure that Southern Citrus fulfilled its duties as a PACA trustee, and
16 maintained PACA Trust Assets in such a manner so as to ensure there were, at
17 all times, sufficient trust assets to satisfy all outstanding PACA trust obligations,
18 such as that owed to Plaintiff, as they became due.
19

20 42. Gibo and Youkhanna each had full knowledge and responsibility
21 for the handling of Southern Citrus' duties as trustee of the PACA trust.
22

23 43. Gibo and Youkhanna controlled, or had a duty to control, Southern
24 Citrus' operations and financial dealings, including those involving the PACA
25 Trust Assets.
26
27
28

1 44. Southern Citrus breached its fiduciary duty to maintain sufficient
2 PACA Trust Assets to pay all PACA trust claims as they became due.

3 45. Gibo and Youkhanna breached their respective fiduciary duties to
4 direct Southern Citrus to fulfill its duties, as PACA trustee, to preserve and
5 maintain sufficient PACA Trust Assets to pay Plaintiff for the Produce it
6 supplied to Southern Citrus.
7

8 46. As a direct result of Gibo's and Youkhanna's respective breaches of
9 their fiduciary duties, Plaintiff has incurred damages in the amount of
10 \$115,266.40, plus interest from the date each invoice became past due, costs and
11 attorneys' fees.
12

13 47. Gibo and Youkhanna are personally liable to Plaintiff for their
14 respective breaches of fiduciary duty in dissipating the PACA trust to the extent
15 of \$115,266.40, plus interest from the date each invoice became past due, costs
16 and attorneys' fees, less any monies Plaintiff receives from the PACA Trust
17 Assets.
18

19 48. Accordingly, Plaintiff seeks entry of an Order entering Judgment in
20 favor of Plaintiff and against Gibo and Youkhanna - jointly and severally - in the
21 amount of \$115,266.40, plus interest from the date each invoice became past due,
22 costs and attorneys' fees, less any monies Plaintiff receives from the PACA Trust
23 Assets.
24

COUNT VII

THE PRINCIPALS - GIBO AND YOUKHANNA

CONVERSION AND UNLAWFUL RETENTION OF PACA TRUST ASSETS

49. Plaintiff re-alleges paragraphs 1 through 48.

50. Upon information and belief, Southern Citrus transferred PACA Trust Assets to Gibo and Youkhanna.

51. These transfers were made in breach of the PACA trust.

52. Gibo and Youkhanna continue to hold any and all PACA Trust Assets having come into their individual possession as trustees for Plaintiff's beneficial interest in the PACA Trust.

53. As a direct result of Principals' receipt of PACA Trust Assets, Plaintiff has incurred damages in the amount of \$115,266.40, plus interest from the date each invoice became past due, costs and attorneys' fees, less any monies Plaintiff receives from the PACA Trust Assets.

54. Accordingly, Plaintiff seeks entry of an Order requiring Gibo and Youkhanna to disgorge and transfer any and all PACA Trust Assets that come into their possession and control to Plaintiff to the extent of \$115,266.40, plus interest from the date each invoice became past due, costs, attorneys' fees, and punitive damages to be determined by the trier of fact, less any monies Plaintiff receives from the PACA Trust Assets.

COUNT VIII

THE PRINCIPALS -GIBO AND YOUKHANNA

FRAUDULENT TRANSFER

Cal Civ Code §3439, *et. seq.* (2007)

55. Plaintiff re-alleges paragraphs 1 through 54.

56. Upon information and belief, Southern Citrus transferred its assets to Gibo and Youkhanna, and to other unknown third parties.

57. These transfers were made after the claims of Plaintiff and other PACA trust beneficiaries' arose.

58. These transfers were made to or for the benefit of insiders of Southern Citrus on antecedent debts.

59. The transfers were made without consideration.

60. Southern Citrus was insolvent at the time of these transfers.

61. At the time of these transfers, the recipients had reasonable cause to believe that Southern Citrus was insolvent.

62. These transfers were fraudulent transfers as proscribed by California's Uniform Fraudulent Transfers Act, Cal Civ Code §3439, *et. seq.* (2007).

63. Accordingly, Plaintiff seeks entry of an Order, as provided by Cal Civ Code §3439.07 (2007), avoiding the transfers, ordering the recipients to disgorge and transfer any and all such amounts to Plaintiff to the extent of

1 \$115,266.40, plus interest from the date each invoice became past due, costs,
2 attorneys' fees, and awarding punitive damages to be determined by the trier of
3 fact, less any monies Plaintiff receives from the PACA Trust Assets.
4

5 **FOR THESE REASONS**, Plaintiff respectfully requests the entry of an
6 Order providing as follows:

- 7 A. As to Count I, declaring that Plaintiff is a PACA trust beneficiary of
8 Southern Citrus with a valid PACA trust claim in the amount of
9 \$115,266.40, plus interest from the date each invoice became past
10 due, costs and attorneys' fees;
- 11 B. As to Count II, directing Southern Citrus to immediately turn over
12 to Plaintiff, as a beneficiary of this trust, an amount of the PACA
13 Trust Assets equal to the sum of \$115,266.40, plus interest from the
14 date each invoice became past due, costs and attorneys' fees;
- 15 C. As to Count III, directing Southern Citrus to maintain PACA Trust
16 Assets equal to the sum of \$115,266.40, plus the claims of all other
17 unpaid suppliers of Produce that properly preserved their PACA
18 trust claims, enjoining Southern Citrus from dissipating PACA
19 Trust Assets and directing Southern Citrus to replenish the PACA
20 trust to a level sufficient to satisfy all qualified PACA trust claims;
- 21 D. As to Count IV, directing Southern Citrus to immediately pay
22 Plaintiff the sum of \$115,266.40, plus interest from the date each
23 invoice became past due, costs and attorneys' fees;
- 24 E. Enter Final Judgment in favor of Plaintiff and against Southern
25 Citrus on Counts I through V, in the amount of \$115,266.40, plus
26 interest from the date each invoice became past due, costs and
27 attorneys' fees;
- 28 F. As to Count VI, entering judgment in favor of Plaintiff and against
Gibo and Youkhanna - jointly and severally - in the amount of
\$115,266.40, plus interest from the date each invoice became past
due, costs and attorneys' fees, less any monies Plaintiff receives

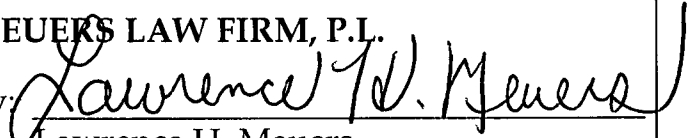
1 from the PACA Trust Assets;

- 2 G. As to Count VII, requiring Gibo and Youkhanna to disgorge and
3 transfer any and all PACA Trust Assets that came into their
4 possession and control to Plaintiff in the amount of \$115,266.40,
5 plus interest from the date each invoice became past due, costs,
6 attorneys' fees, and punitive damages to be determined by the trier
7 of fact, less any monies Plaintiff receives from the PACA Trust
8 Assets;
- 9 H. As to Count VIII, avoiding the transfers and ordering the recipients
10 to disgorge and transfer any and all such amounts to Plaintiff in the
11 amount of \$115,266.40, plus interest from the date each invoice
12 became past due, costs, attorneys' fees, and punitive damages to be
13 determined by the trier of fact, less any monies Plaintiff receives
14 from the PACA Trust Assets; and
- 15 I. Providing such other and further relief as the Court deems
16 appropriate upon consideration of this matter.

17 Respectfully submitted this 26th day of October, 2007.

18 MEUEERS LAW FIRM, P.L.

19 By:

20 
Lawrence H. Meuers

21 (SBN: 197663)

22 Steven E. Nurenberg

23 FL Bar No. 0808431

24 Steven M. De Falco

25 FL Bar No. 0733571

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Attorneys for Plaintiff

ORIGINAL

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Fortune Growers, LLC, a Nevada limited liability company

(b) County of Residence of First Listed Plaintiff Clark
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Lawrence H. Meuers, Steven E. Nurenberg, Steven M. De Falco, Meuers Law Firm,
P.L., 5395 Park Central Court, Naples, FL 34109, Tel: (239) 513-9191

DEFENDANTS

Southern Pacific, Inc., a California corporation; Hana Gibo, an individual; and Sabah Youkhanna, an individual

County of Residence of First Listed Defendant San Diego
(EXCEPT IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

BY: gp
Attorneys (if known)

07 CV 2088

JAH CAB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input checked="" type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
7 U.S.C. 499e

Brief description of cause:

Enforcement of the Perishable Agricultural Commodities Act of 1930, as amended

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 115,266.40

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

October 26, 2007

Lawrence H. Meuers

FOR OFFICE USE ONLY

RECEIPT # 143938

AMOUNT

\$350

APPLYING IFP

1/2

10/31/07

JUDGE

MAG. JUDGE

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

143938 - KD

**October 31, 2007
09:07:59**

Civ Fil Non-Pris

USAO #.: 07CV2088

Judge.: JOHN A HOUSTON

Amount.:

Check#.: BC 41081

\$350.00 CK

Total-> \$350.00

**FROM: CIVIL FILING
FORTUNE GROWERS, LLC V. SOUTHE
CITRUS, INC., ET AL**